

Consideration of request by Indiana State Museum for Natural Resources Commission approval of NASA Space Shuttle artifacts with temporary donation restrictions

The Indiana State Museum has requested 28 artifacts from the NASA Space Shuttle Artifacts Program under the Indiana State Agency for Surplus Property (see list below). The Museum is responsible for all shipping and handling costs. It is not known how many of these requested artifacts the Museum will be granted, or what date the transfer will occur. Several temporary restrictions are associated with this request.

Temporary Donation Restrictions (pg. 6-8 on the NASA intent letter)

Artifacts should be retained for a minimum of 5 years and for artifacts designated as requiring special handling, NASA must be contacted for final disposition instructions if deaccession is deemed necessary (we will be notified which artifacts fall under the latter category at the time of transfer).

The artifacts must also be used for their intended purpose (that is, in a way that the artifacts are preserved and publicly accessible to the maximum extent practical) no later than 12 months after acquisition and used for that same purpose for a 12 month period thereafter. A further period of restriction begins on the date that the artifacts are used and expires after 4 years. During this time, the artifacts shall be used only for the purposes of public preservation and maximum public accessibility. If the museum does not use the artifacts for these purposes during the restricted period, the State Agency for Surplus Property must be notified and the US Government has the option of retaining title and right to possession of the artifacts.

At the expiration of the period of restriction, a release document shall be executed by the State Agency for Surplus Property and forwarded to the Museum.

During this restricted period, the museum shall not sell, trade, lease, or otherwise dispose of the artifacts without the prior written approval of the General Services Administration. Proceeds of any authorized sale during this time will be for the account of the United States Government.

AGENDA ITEM #7

Item Control Number (ICN)	Item Name	Element	Quantity Requested	Unit Value	Extended Value
800HSA91340009	ASTRONAUT WATCH, UNSPECIFIED	FCE	1	\$ 100.00	\$ 100.00
800HSA91340012	ORANGE OUTER LAYER (FLIGHT) [LAUNCH & ENTRY SUIT]	FCE	1	\$ 175,000.00	\$ 175,000.00
800HSA91340015	SLEEP RESTRAINT UNIT (FLIGHT)	FCE	1	\$ 30,000.00	\$ 30,000.00
800HSA91340017	BOOT, LEFT (FLIGHT OR TRAINING)	FCE	1	\$ 50.00	\$ 50.00
800HSA91340018	BOOT, RIGHT (FLIGHT OR TRAINING)	FCE	1	\$ 50.00	\$ 50.00
800HSA91340027	OPF PROCESSING TOOL BOX	Ground Ops	1	\$ 8,000.00	\$ 8,000.00
800HSA91340051	COCKPIT INSTRUMENT, TRAINER, HORIZONTAL SITUATION INDICATOR	MOD	1	\$ 13,170.00	\$ 13,170.00
800HSA91340063	FRANGIBLE NUT (WHOLE)	Orbiter	1	\$ 5,000.00	\$ 5,000.00
800HSA91340064	GAP FILLER	Orbiter	1	\$ 2,100.00	\$ 2,100.00
800HSA91340065	ON-BOARD GENERAL PURPOSE COMPUTER	Orbiter	1	\$ 1,175,624.00	\$ 1,175,624.00
800HSA91340067	ORBITER WINDOW ASSEMBLY OR PANE	Orbiter	1	\$ 236,730.00	\$ 236,730.00
800HSA91340072	SHUTTLE TIRE (MAIN, COMPLETE)	Orbiter	1	\$ 5,560.00	\$ 5,560.00
800HSA91340073	SHUTTLE TIRE (NOSE, COMPLETE)	Orbiter	1	\$ 1,456.00	\$ 1,456.00
800HSA91340074	TPS BLANKET (CARGO BAY)	Orbiter	1	\$ 1,990.00	\$ 1,990.00
800HSA91340079	LOW PRESSURE FUEL TURBOPUMP (LPFTP) 7018 SCRAP	SSME	1	\$ 1,339,889.00	\$ 1,339,889.00
800HSA91340084	MAIN OXIDIZER VALVE (MOV) DEV/OUT OF LIFE	SSME	1	\$ 221,000.00	\$ 221,000.00
800HSA91340105	BAG, STOWAGE, LAUNCH-RETURN	SVMF	1	\$ 3,200.00	\$ 3,200.00
800HSA91340107	BAG, TOOL KIT	SVMF	1	\$ 6,800.00	\$ 6,800.00
800HSA91340108	BAG, TRASH, WASTE MANAGEMENT SYSTEM	SVMF	1	\$ 2,500.00	\$ 2,500.00
800HSA91340109	BOTTLE, AIR SAMPLE, LARGE	SVMF	1	\$ 3,100.00	\$ 3,100.00
800HSA91340110	BOTTLE, GRAB SAMPLE, AIR, SMALL	SVMF	1	\$ 1,200.00	\$ 1,200.00
800HSA91340114	COMPACTOR, TRASH	SVMF	1	\$ 150,000.00	\$ 150,000.00
800HSA91340115	CONTAINER, COLLAPSIBLE, WASTE COLLECTION SYSTEM	SVMF	1	\$ 3,500.00	\$ 3,500.00
800HSA91340118	ENCLOSURE, ANIMAL, MOCKUP	SVMF	1	\$ 18,000.00	\$ 18,000.00
800HSA91340120	FILTER, CONTINGENCY WASTER WATER DUMP	SVMF	1	\$ 8,900.00	\$ 8,900.00
800HSA91340123	LIGHT, CREW HANDHELD SPOTLIGHT	SVMF	1	\$ 2,000.00	\$ 2,000.00
800HSA91340127	MOUNT, CAMERA, PANTILT, RCA	SVMF	1	\$ 65,910.00	\$ 65,910.00
800HSA91340128	OSCILLOSCOPE	SVMF	1	\$ 5,800.00	\$ 5,800.00

LETTER OF INTENT
Request for NASA Space Shuttle Program Artifact(s)

11/20/2009

Dear NASA,

I am the representative of the potential ultimate recipient of the NASA Space Shuttle Program historic artifact[s] requested under GSA Cart No. C093240118 and described in detail [in Attachment 3] to this letter. This correspondence serves as my Letter of Intent for use of this item[s].

A. Attachments:

- a. Attachment 1, Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR) Acknowledgement.
- b. Attachment 2, Conditional Transfer Letter (not applicable for allocations to other Federal Agencies)
 - i. Part I, State Sponsored Requests
 - ii. Part II, Requests under Stevenson-Wydler Act Authority
- c. Attachment 3, Listing of artifact(s) requested by Item control number (ICN)

B. Disclosure statements.

1. The purpose of the Letter of Intent (along with applicable attachments) is to make a declaration that, to the maximum extent practicable, the use to which the ultimate recipient plans for the NASA Space Shuttle Program historic artifact is in agreement with preservation of and public access to the artifact; and, to formalize their agreement to abide by NASA and Federal rules and regulations associated with possessing an historic artifact of this nature.
2. I understand that some artifacts may require special consideration in preparation for display to preclude foreign nationals from excluded countries from gaining access to sensitive technical or manufacturing information. I also understand that all artifacts are subject to Export Control requirements and acknowledge my responsibility for these controls at time of transfer of the artifact. Further, that artifacts intended for display should be retained for a minimum of 5 years. I understand that, for artifacts designated as requiring special handling, I must contact NASA for final disposition instructions when I no longer desire to retain possession of the artifact.

Note: NASA intends to provide instructions for artifacts requiring special handling at time of transfer (on the transfer order); however, if such information is not provided at the time of transfer, the recipient must obtain special handling instructions from NASA when they no longer wish to retain title to the property.

3. I understand that when notified that the property is ready for transport, I must transport the artifact from the premises within 15 calendar days, unless otherwise coordinated with the holding agency. The date the property is ready for transport may or may not be the date of the transfer order.

4. I understand that artifact availability is subject to change dependent upon the needs of NASA and unforeseen circumstances encountered during use.

Note: Artifacts represent a significant dedication of NASA resources. The acquisition cost of the selected item(s) was \$ **3,486,629.00** when first purchased or built. As an artifact, some of these items are priceless. Accordingly, the item(s) requested should be handled with appropriate care and safekeeping.

5. I authorize the use of my organization's resources as necessary to acquire the artifact(s) listed on Attachment 3.

B. Organization description:

1. Organization name: **INDIANA STATE MUSEUM AND HISTORIC SITES**
2. Name of Representative: **PEGGY FISHERKELLER**
3. Name of individual with authority to transfer funds (if other than above): **REX GARNIEWICZ**
4. Title of individual named above: **VICE PRESIDENT OF PROGRAMS**

C. Contact information:

Mailing address: **650 WEST WASHINGTON STREET, INDIANAPOLIS, UNITED STATES, IN, 46204**

Email address: **RGARNIEWICZ@DNR.IN.GOV**

Phone Number: **3174608532**

Fax Number: **3172338262**

I certify that, to the best of my knowledge and belief, the information I provide in this document, attachments and the associated questionnaire, for the intent of receiving artifacts, is true, correct, complete and made in good faith; will be used by NASA to evaluate my organization's qualifications as a potential recipient of the artifact(s) listed in **Attachment 3**; and, will also be used by NASA to make pre-disposition decisions. I also understand that I am subject to penalties of Title 18, Section 1001 of the United States Code regarding submittal of false information. I understand that a false or fraudulent answer to any question on this document may be grounds for my organization not receiving this Artifact.

Sincerely,

Signature:

Printed Name: **REX GARNIEWICZ**

Title: **VICE PRESIDENT OF PROGRAMS**

ATTACHMENT 1

**Notice of Receipt of Export-Controlled Item
COMMERCE CONTROL LIST (CCL) ITEM UNDER THE EXPORT
ADMINISTRATION REGULATIONS (EAR), and
INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR)**

The National Aeronautics and Space Administration (NASA) has determined that the export classification of the item(s) listed in **Attachment 3** to this document is (are) either under the jurisdiction of the Export Administration Act of 1979 (50 USC 2401, et. seq.), the EAR (15 CFR 730-774, or the Arms Export Control Act (22 USC 2751, et. seq.) and the ITAR (22 CFR 121).

In signing this document I hereby acknowledge and agree to comply with restrictions outlined in the references provided above for items controlled under the ITAR or EAR (which may have export license requirements pertaining to sale or transfer of this item to a foreign person). A violation of these regulations could result in fines and imprisonment. The Department of State Directorate of Defense Trade Controls is responsible for implementing the ITAR, additional information is available at: www.pmddtc.state.gov.

The Department of Commerce's Bureau of Industry and Security is responsible for implementing the EAR, additional information is available at: www.bis.doc.gov.

Receipt Acknowledged:

Signature:

Printed Name: **REX GARNIEWICZ**

Title: **VICE PRESIDENT OF PROGRAMS**

Date:

ATTACHMENT 2

PART I

National Aeronautics and Space Administration (NASA)

Space Shuttle Program Historic Artifact(s)

CONDITIONAL TRANSFER DOCUMENT

**for REQUESTS under authority of
the STEVENSON-WYDLER ACT (SWA)**

**(Not applicable to Federal Agencies nor
State Sponsored Recipients)**

In Reference to:

A. Attachment 3, Artifact(s) requested

B. Cover Letter of Intent

The United States of America (hereinafter called the National Aeronautics and Space Administration (NASA), pursuant to the powers and authority contained in Title 15 USC as amended, transfers to **INDIANA STATE MUSEUM AND HISTORIC SITES** whose address is **650 WEST WASHINGTON STREET, INDIANAPOLIS, UNITED STATES, IN, 46204** (hereinafter called the Direct Transfer Recipient [DTR]) the NASA Space Shuttle Program historic artifacts described in Attachment 3 (hereinafter called "Property"). The DTR represents that the Property is required in the furtherance of the DTRs program and will be used solely to preserve and promote the history of the NASA Space Shuttle Program and for no other purpose. The Property is delivered for DTRs exclusive use under the conditions and restrictions listed below. This transfer is being made on an "as is, where is" basis without warranty of any kind, and delivery made at present location of the Property regardless of where the same may be situated or the condition thereof:

1. The DTR agrees that the Property shall be used, as stated in the letter of intent, which is hereby incorporated by reference A.
2. The Property shall be placed in use for the purpose stated in the Letter of Intent no later than 12 months after acquisition thereof and used for that same purpose for a 5-year period thereafter.
3. During the periods of restriction prescribed in (2), above, the DTR shall not sell trade, lease, lend bail, cannibalize, encumber, or otherwise dispose of the Property without the prior written approval of NASA.
4. The DTR shall immediately report lost, stolen or unaccounted Property received pursuant to this conditional transfer document.
5. If at any time, from the date the DTR receives the Property through the periods of restriction prescribed in (2), above, the Property is no longer suitable, usable, or further needed by the DTR for the purpose for which acquired, the DTR shall promptly notify NASA and shall:
 - (a) Release the Property to another DTR;
 - (b) Release the Property to a department or agency of the United States;
 - (c) Release the Property to such other institution or agency as may be determined to have need thereof;
 - (d) Assist in the sale of the Property for the benefit and account of the United States of America with the proceeds remitted promptly from the DTR to NASA;

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- (e) Render the Property completely unfit and useless for any purpose except for the recovery of its basic material content, the same to be performed in a manner satisfactory to NASA and the material content to be disposed of in accordance with instructions of NASA; or
- (f) Otherwise dispose of the Property as directed by NASA
- 6. The DTR agrees to hold harmless and indemnify the Government for any and all costs, judgment, action, debt, liability costs and attorney's fees or any other request for monies of any type of relief arising from or incident to the transfer, donation, use processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of the item, material or substance, whether intentional or accidental.
- 7. The DTR agrees that this NASA Space Shuttle Program Historic Artifact(s) Conditional Transfer Document was read and that the conditions and restrictions contained herein are fully understood.

Direct Transfer Recipient

Signature:

Printed Name: **REX GARNIEWICZ**

Title: **VICE PRESIDENT OF PROGRAMS**

Institution or Organization: **INDIANA STATE MUSEUM AND HISTORIC SITES**

CITY of **INDIANAPOLIS**

COUNTY of **UNITED STATES**

STATE of **IN**

ATTACHMENT 2

PART II

National Aeronautics and Space Administration (NASA)

Space Shuttle Program Historic Artifact(s)

CONDITIONAL TRANSFER DOCUMENT

For transfer of Property to STATE SPONSORED REQUESTS

(Not applicable to Federal Agencies nor

Recipients Authorized under the Stevenson-Wydler Act)

In Reference to:

A. Attachment 3, Artifact(s) requested

B. Cover Letter of Intent

The United States of America (hereinafter called the General Services Administration (GSA) acting by and through the State of , State Agency for Surplus Property (hereinafter called the SASP), pursuant to the powers and authority contained in Title 40 USC as amended, transfers to **INDIANA STATE MUSEUM AND HISTORIC SITES** whose address is **650 WEST WASHINGTON STREET, INDIANAPOLIS, UNITED STATES, IN, 46204** (hereinafter called the Donee) the NASA Space Shuttle Program historic artifacts described in the attached Transfer Order No. (hereinafter called "Property"). The Donee represents that the Property is required in the furtherance of the Donee's program and will be used solely to preserve and promote the history of the NASA Space Shuttle Program and for no other purpose. The Property is delivered for Donee's exclusive use under the conditions and restrictions listed

below. The Property has been determined by GSA to have a fair market value of \$ **3,486,629.00** unto the Donee to have and to hold the said Property, all and singular forever. This donation is being made on an "as is, where is" basis without warranty of any kind, and delivery made at present location of the Property regardless of where the same may be situated or the condition thereof

1. The Donee agrees that the Property shall be used, as stated in the letter of intent, which is hereby incorporated by Reference A.
2. The Property shall be placed in use for the purpose stated in the Cover Letter of Intent (Reference B) no later than 12 months after acquisition thereof and used for that same purpose for a 12-month period thereafter.
3. There shall be a further period of restriction beginning on the date the Property has been used for the period prescribed in (2), above. This period will expire after the Property has been used for the purpose stated in the Letter of Intent for an additional period of 4 years. During this additional period of restriction, the Property shall be used only for the purpose(s) stated in the Letter of Intent.
4. In the event the Property is not placed in use by the donee within 12 months of receipt and used for 5 years; then within 30 days after the Property has ceased to be used, the Donee shall provide notice thereof in writing to the SASP. Title and right to the possession of the Property shall at the option of GSA revert to the United States Government. Upon demand the Donee shall, as directed by GSA through the SASP, return the property at its own expense to the SASP, release the Property to such person or agency as may be designated, assist in the sale of the Property with the proceeds remitted promptly by the Donee to GSA, or otherwise dispose of the Property. Any sale shall be for the benefit and account of the United
5. During the period of restriction prescribed in (2) and (3), above, the Donee shall make reports to the SASP on the use, condition, and location of the Property and on other pertinent matters as may be required from time to time by the SASP or GSA.
6. At the expiration of the period of restriction prescribed in (2) and (3), above, a release document shall be executed by the State Agency for Surplus Property and forwarded to the Donee.
7. During the periods of restriction prescribed in (2) and (3), above, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of the Property, or remove it permanently for use outside the State of , without the prior written approval of GSA. The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the Property during the period of restriction set forth in (2) and (3), above, when such action is authorized in writing by GSA, shall be for the account of the United States Government
8. The Donee shall immediately report lost, stolen or unaccounted Property received pursuant to this conditional transfer document
9. If at any time, from the date the Donee receives the Property through the periods of restriction prescribed in (2) and (3), above, the Property is no longer suitable, usable, or further needed by the Donee for the purpose for which acquired, the Donee shall promptly notify the SASP and shall as directed by GSA through the SASP:
 - (a) Release the Property to another donee or State agency;
 - (b) Release the Property to a department or agency of the United States;
 - (c) Release the Property to such other institution or agency as may be determined to have need therefore;

- (d) Assist in the sale of the Property for the benefit and account of the United States of America with the proceeds remitted promptly from the Donee to GSA;
- (e) Render the Property completely unfit and useless for any purpose except for the recovery of its basic material content, the same to be performed in a manner satisfactory to GSA and the material content to be disposed of in accordance with instructions of GSA; or
- (f) Otherwise dispose of the Property as directed by GSA
10. In the event, during the periods of restriction prescribed in (2) and (3), above, the Property is sold, traded, leased, loaned, bailed, encumbered, or otherwise disposed of without prior written approval of GSA, the Donee, at the option of GSA, shall be liable for the proceeds of the disposal, the fair market value, or the fair rental value of the Property at the time of such unauthorized transaction or use, as determined by GSA.
11. In the event of a breach by the Donee, or its successor in function, of any of the above conditions, whether caused by the legal inability of the Donee or its successor in function, interest in and to the Property shall, at the option of GSA, forthwith revert to and become the property of the United States Government. The Donee, or its successors or assigns, shall forfeit all of its or their rights, title, and interest in and to the Property.
12. The SASP shall not grant waivers, amendments, releases, or terminate any of the terms and conditions enumerated in (1) through (11), above, concerning the use or disposal of the Property, or issue disposal instructions to the Donee for the Property without the prior written concurrence of GSA or its successor in function.
13. The Donee agrees to hold harmless and indemnify the Government for any and all costs, judgment, action, debt, liability costs and attorney's fees or any other request for monies of any type of relief arising from or incident to the transfer, donation, use processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of the item, material or substance, whether intentional or accidental.
14. The Donee agrees that this NASA Space Shuttle Program Historic Artifact(s) Conditional Transfer Document was read and that the conditions and restrictions contained herein are fully understood.

IN WITNESS WHEREOF, the Donor and Donee have duly executed this instrument this ____ day of _____, 20__.

DONOR:

State Agency for Surplus Property

Signature: _____

Title: _____

Printed Name: _____

DONEE:

Signature: _____

Title: **VICE PRESIDENT OF PROGRAMS**

Institution or Organization: **INDIANA STATE MUSEUM AND HISTORIC SITES**

Printed Name: **REX GARNIEWICZ**

CITY of **INDIANAPOLIS** COUNTY of **\$replace=SC-AUTH-COUNTY2** STATE of **IN**

**ATTACHMENT 3
ARTIFACT(S) REQUESTED**

The following identifies the artifact(s) selected during this prescreening/screening event and is (are) included in GSA Shopping Cart # **C093240118**:

Item Control Number (ICN)	Item Name	Element	Quantity Requested	Unit Value	Extended Value
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